

**GOVERNMENT OF TELANGANA**  
**ABSTRACT**

Irrigation & CAD Department - Kaleshwaram Irrigation Project Corporation Ltd., Hyderabad - Borrowing Term Loan of Rs.12067.36 crores from Power Finance Corporation Ltd., including IDC towards construction of pump houses, surgepools, Electro mechanical & Hydro mechanical components, Substations and transmission lines for the implementation of the Kaleshwaram Project – Permission accorded – Orders issued.

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**IRRIGATION AND CAD (Projects-IV) DEPARTMENT**

**G.O.Rt.No.521**

**Dated:28-03-2018**

**Read the following:-**

1. G.O.Ms.No.145, I&CAD (Projects-II) Department, Dt.06-10-2015.
2. From the Managing Director, Kaleshwarm Irrigation Project Corporation Limited, Hyderabad, Lr.No.MD/KIPCL/HYD/2017, Dt.23-03-2018.

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**ORDER:-**

In the reference 1<sup>st</sup> read above, the Government have issued orders constituting the Kaleshwaram Irrigation Project Corporation (KIPC) to plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Kaleshwaram Project.

2. In the reference 2<sup>nd</sup> read above, the Managing Director, Kaleshwarm Irrigation Project Corporation Limited, Hyderabad has stated that the Power Finance Corporation Ltd while enclosing terms and conditions has agreed for sanction of total term loan of Rs.12067.36 Crores (including IDC) to Kaleshwaram Irrigation Project Corporation towards construction of pump houses, surgepools, Electro mechanical & Hydro mechanical components, Substations and transmission lines for the implementation of the Kaleshwaram Project.

3. The Managing Director, Kaleshwarm Irrigation Project Corporation Limited, Hyderabad has requested the Govt., to accord concurrence/approval for the terms and conditions of loan sanctioned by the Power Finance Corporation (PFC) Ltd., towards construction of pump houses, surgepools, Electro mechanical & Hydro mechanical components, Substations and transmission lines for the implementation of the Kaleshwaram Project and to issue necessary orders on the required documents to be provided by the Government, in order to execute the loan agreement with the PFC Ltd.

4. Government after careful consideration of the matter, hereby accord permission to the KIPCL to borrow term loan of Rs.12067.36 Cores (Rupees Twenlve thousand and sixty seven Crores and thirty six Lakhs) sanctioned by the Power Finance Corporation (PFC) Ltd., including IDC subject to the terms and conditions annexed to this order towards construction of pump houses, surgepools, Electro mechanical & Hydro mechanical components, Substations and transmission lines for the implementation of the Kaleshwaram Project . The Government of Telangana will stand guarantee for repayment of loan taken from PFC Ltd covering Principal and interest .

5. The Kaleshwaram Irrigation Project Corporation Limited will pay the Guarantee Commission @ 2% Consolidated for the entire Guarantee period, as the Guarantee Commission cannot be exempted as per RBI guidelines. The KIPCL shall remit the amount to Government to the following Head of account:

“0070 Other Administrative Services – 60. Other Services – MH 800. Other Receipts – SH 08 Commission for guarantee given by the Government”.

**P.T.O.**

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6. This order issues with the concurrence of Finance (DCM) Department vide their U.O.No.20412/31/A1/DCM/2018, dt.24.3.2018.

7. The Managing Director, Kaleshwaram Irrigation Project Corporation Ltd., Hyderabad shall take necessary action, accordingly.

**(BY ORDER AND IN THE NAME OF THE GOVERNOR OF TELANGANA)**

**DR. SHAILENDRA KUMAR JOSHI  
CHIEF SECRETARY TO GOVERNMENT &  
SPL. CHIEF SECRETARY TO GOVERNMENT  
IRRIGATION & CAD DEPARTMENT (FAC)**

To  
The Managing Director, Kaleshwaram Irrigation Project Corporation Ltd.,  
Hyderabad.  
The Accountant General, Hyderabad.  
The Director of works and Accounts, Hyderabad.  
The Director of Treasuries and Accounts, Hyderabad.

**Copy to:**

The Engineer-in-Chief (Irrigation), Hyderabad  
The PS to Chief Secretary  
The PS to Addl. Secretary to Hon'ble CM.  
The PS to Spl. Chief Secretary to Government, I&CAD Dept.  
The Chief Engineer, Kaleshwaram Project, Hyderabad.  
The Power Finance Corporation (PFC) Ltd.,  
The Finance (DCM) Department.  
The General Administration (Cabinet) Department.

**// FORWARDED : : BY ORDER //**

**SECTION OFFICER**

**Condt. TO ANNEXURE)**

**ANNEXURE to the G.O.Rt.No.521, I&CAD (Projects-IV) Dept.,**  
**Dt.28-03-2018**

**TERMS AND CONDITIONS OF SANCTION OF RUPEE TERM LOAN NO. 88603001**

**1 AGREEMENT**

- 1.1** The Borrower shall execute a Memorandum of Agreement (MOA) in the form prescribed by the Power Finance Corporation Ltd (the Corporation) for the purpose and submit all other documents as required within six months of the date of letter of sanction of loan.
- 1.2** The Memorandum of Agreement shall not be executed in case the borrower has been declared a defaulter by the Corporation.

**2 RATE OF INTEREST**

- 2.1** The Borrower shall pay interest on the said Loan at the rate of interest prevailing on the date of each disbursement as per the Corporation policy which shall be as notified by the Corporation (presently **9.20%<sup>#</sup> per annum payable on monthly basis with the discount of 130 basis points over the notified interest rate of 10.50% p.a. payable monthly with 3 year reset rate\***) along with tax, if any, at the rate applicable from time to time. The interest in favour of the Corporation shall begin to accrue from the date of payment / cheque issued by the Corporation. The instalment of interest and tax, if any, will be payable quarterly on the 15<sup>th</sup> day of each month, every year, after commencement of disbursement. The amount of interest and tax, if any, payable will be calculated at the above rate up to the date immediately preceding the due date of payment, i.e. 14<sup>th</sup> day of the month on the amount disbursed/ outstanding up to the last day of the preceding month. Computation of interest shall be made on a daily basis using 365 days factor.

*# The above interest rate is granted subject to the interest rate not falling below 9.20% p.a. payable monthly at any point of time. This is subject to the condition that if PFC's notified interest rate (net of timely repayment rebate) as applicable falls below 9.20%, PFC's notified applicable interest rate (net of timely repayment rebate) shall apply from the date as per terms of agreement. The above interest rate is governed as follows:-*

- (a) If PFC's notified rate for KIPCL falls below 9.20% p.a. payable monthly, the applicable interest rate shall be PFC's notified rate for KIPCL, without any rebate.*
- (b) If PFC's notified rate for KIPCL is between 9.20% p.a. payable monthly and 10.50% p.a. payable monthly, the applicable interest rate shall be 9.20% p.a. payable monthly.*
- (c) If PFC's notified rate for KIPCL goes above 10.50% p.a. payable monthly, a rebate of 130 bps shall be applicable on PFC's notified rate for KIPCL.*

*The Corporation shall recover interest from the Borrower considering the rates without rebate for timely payment of dues. The rebate for timely payment of dues, wherever applicable, shall be refunded to the Borrowers immediately in the cases where the total amount due on a due date has reached the Corporation by the due date.*

*\* The interest rates for 5 year reset shall be 10 bps lower than the interest rates for 3 year reset and the interest rates for 10 year reset shall be 15 bps lower than the interest rates for 3 year reset.*

- 2.2 Interest Reset:** Notwithstanding anything herein above, the Corporation shall have a right to reset the rate of interest, at its discretion, from third / fifth / tenth year (as applicable) beginning with the date of first disbursement. Borrower shall furnish the option in regard to reset period at the time of execution of MOA.

Methodology for resetting, i.e. determination of amount to be reset, reset date, etc., shall be as applicable from time to time.

### **3 REPAYMENT OF LOAN**

- 3.0** The loan shall be repaid by the Borrower in 48 (Forty Eight) equal quarterly instalments on 15<sup>th</sup> day of April, 15<sup>th</sup> day of July, 15<sup>th</sup> day of October & 15<sup>th</sup> day of January (each a "repayment date") of each year commencing on the first repayment date falling 6 months after scheduled Date of Commencement of Commercial Operation (DCCO)\*.

*\* Could be reviewed and changed at the time of execution of loan documents.*

### **4 PRE-PAYMENT OF LOAN**

- 4.1** The Borrower may prepay the outstanding principal amounts of the loan only after obtaining the prior written approval from the Corporation which will be at the sole discretion of the Corporation. The approval for prepayment may be granted subject to such conditions as the Corporation may deem fit including prepayment premium.

### **5 COMMITMENT CHARGES/ UPFRONT FEE**

#### **5.1 Commitment Charges**

The borrower will furnish at the time of the execution of MOA to the Corporation a quarter-wise schedule of drawal of this loan, the year being the financial year commencing April 1<sup>st</sup> and ending March 31<sup>st</sup> and, the quarters being three months period beginning from 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October and 1<sup>st</sup> January of the year. The borrower will be required to draw the entire amount of committed funds in the respective quarters. In case the borrower could not draw the committed funds in the scheduled quarter, the Corporation will recover commitment charges on the undrawn amount of the previous quarter from the first day of the following quarter till the date of actual date of drawal at prevailing rate (presently @ **0.25% p.a.**). The commitment charges will be payable quarterly on 15<sup>th</sup> April, 15<sup>th</sup> July, 15<sup>th</sup> October and 15<sup>th</sup> January every year after execution of loan documents till the drawl of loan by the borrower.

The borrower will be allowed prospective revision in the drawal schedule once in every financial year, provided the request is received latest by 15<sup>th</sup> March of the previous financial year.

**OR,**

#### **Upfront fee:**

The borrower shall pay to the Corporation upfront fee at prevailing rate (presently **0.10%**) of the loan sanctioned on or before the execution of MOA.

- 5.2** The Borrower shall **furnish his option** in regard to 5.1 (Commitment charges or upfront fee) above at the time of execution of MOA, and option once given shall be final and binding on the borrower.

### **6 ADDITIONAL INTEREST IN CASE OF DELAY IN PAYMENT / LIABILITY TOWARDS ADDITIONAL CHARGES / COSTS, ETC**

- 6.1** In the event of the interest or the principal not being paid to the Corporation by the Borrower on the due date as indicated in the foregoing clauses, the Borrower shall pay to the Corporation additional rate of interest of 2.0% over and above the rate of interest mentioned in para 2.1 ante at which the loan is disbursed/reset, which will be compounded on quarterly basis.

**6.2** The additional interest charged from borrowers shall be subject to the rebate of different rates, provided the repayment of dues is received in the following manner:

- a In case the payment is received within one month of the date on which the repayments become due, 50% of the additional interest due from the date of default till the date of receipt, shall be allowed as rebate;
- b In case the payment is received within two months of the date on which the repayments become due, 30% of the additional interest due from the date of default till the date of receipt shall be allowed as rebate;
- c In case the payment is received within three months of the date on which the repayments become due, 10% of the additional interest due from the date of default till the date of receipt, shall be allowed as rebate; and
- d No rebate shall be given in additional interest in case of default of over three months.

**6.3** The Borrower shall pay on demand all costs, charges, expenses, losses, applicable taxes, statutory duties and other money that may be incurred by the Corporation, in connection with remittance/receipt of moneys to or to the order of or from the borrower, or in connection with protecting and/or enforcing the rights of the Corporation under the Memorandum of Agreement and/or Guarantee Deed and/or any other document for the loan in question. The decision of the Corporation with regard to the amount/loss incurred on these shall be final and binding on the Borrower.

## **7 APPROPRIATION OF AMOUNT PAID BY THE BORROWER**

**7.1** The money paid by the Borrower shall be appropriated in the following order:

- a Costs, charges, expenses, losses, applicable taxes, statutory duties and other moneys;
- b Interest on costs, charges, expenses, losses, applicable taxes, statutory duties and other moneys;
- c Additional Interest;
- d Commitment Charges;
- e Interest/ tax if any;
- f Repayment of principal in the order of the occurrence of the dues; and lastly;
- g Prepayment of principal.

**7.2** *The borrower shall agree that if the money remains unpaid for more than one due date, the dues shall be appropriated due date wise in order of their occurrence i.e. dues pertaining to a due date which has occurred earlier in sequence would be appropriated first. Thereafter, the dues pertaining to the ensuing due date would be appropriated and the appropriation of dues shall continue in the same manner till all dues are appropriated. The dues for each due date shall be appropriated as per the appropriation clause (7.1) above.*

### **7.3 Appropriation of Instalment of principal payment**

Unless agreed otherwise, the repayment of loan instalment shall be appropriated on First In First out (FIFO) basis i.e. loan repayment instalment shall be appropriated against the outstanding disbursements (i.e., outstanding loan balance) in the same sequence in which loan was disbursed.

**8 ALL PAYMENTS TO BE REALISABLE AT PAR IN NEW DELHI**

- 8.1** The Borrower shall so arrange that the amount due and payable to the Corporation is realizable by the Corporation at par on the due date of the relevant payments in New Delhi. The Corporation shall prefer and encourage the borrowers to make payments of the dues through e-payment system, in specified Bank Account(s) of the Corporation, as may be notified from time to time.

**9 SHIFTING OF DUE DATE OF PAYMENT OF INSTALMENT**

- 9.1** In case the standard due date falls on a bank holiday (at the Corporation's bank at New Delhi), the due date shall be shifted to the immediately following bank working day.

**10 MAINTENANCE OF ACCOUNTS AND AUDIT**

- 10.1** The Borrower shall maintain proper accounts and other records and prepare annual accounts including the profit and loss account and the balance sheet in the forms and manner prescribed under the applicable Act/Regulations. The Borrower shall furnish to the Corporation the un-audited annual accounts, within three months and audited accounts within seven months of the close of the year to which the accounts relate.

**11 TRANSFER AGREEMENTS IN CASE OF STRUCTURING OF SEBs / STATE POWER UTILITIES: (APPLICABLE FOR LOAN(S) SANCTIONED TO SEBs / STATE POWER UTILITIES)**

- 11.1** The successor state sector entities would execute the transfer agreements, within a period of 6 (six) months from the date of notification of such restructuring or transfer of assets and liabilities whichever is later otherwise, an additional interest of 25 bps p.a. shall be leviable on balance disbursements after expiry of six months from the date of notification of such restructuring or transfer of assets and liabilities whichever is later till execution of transfer agreements.

**12 GUARANTEES & SECURITIES**

**12.1 GOVERNMENT GUARANTEE**

The loan shall be guaranteed fully, unconditionally and irrevocably either by the State Government in respect of repayment of principal, payment of interest/service charges thereon, payment of commitment charges, if any, additional interest, if any, and costs, charges, expenses, losses, applicable taxes, statutory duties and other money and the State Government as aforesaid shall execute the Guarantee Deed/Guarantee Bond in the form prescribed by the Corporation for the purpose.

- I Creation of additional security:** The Borrower undertakes that if, at any time during the subsistence of this Agreement, the Corporation is of the opinion that the security provided by the Borrower has become inadequate to cover the balance of the loans then outstanding, the Borrower shall provide and furnish to the Corporation additional security as may be acceptable to the Corporation to cover such deficiency.

- 12.2 Timeline for creation of Security:-** The timeline for creation of security shall be six months from the date of first disbursement of the loan. In case of non-creation of security within stipulated timeline, additional interest as per prevailing PFC's policy shall be applicable.

- 12.3** In cases, where the borrower fails to create all securities as per terms of sanction by the stipulated date, the Corporation shall charge an additional interest on the outstanding loan amount at the prevailing rate (presently 1% p.a.) from the date of expiry of the stipulated period allowed (as per terms of sanction)

In case the disbursement against the loan increases beyond 75% of the loan amount and entire security as per terms of sanction has still not been created, additional interest shall be levied on the amount outstanding, from the date the disbursement against the loan exceeding 75% limit.

### **13 UTILISATION OF LOAN AND COMPLETION OF PROJECT**

- 13.1** The Borrower shall ensure that the equipment/materials for which the loan is obtained from the Corporation are utilised for the implementation of the project.
- 13.2** The Borrower shall not raise borrowings from any other sources for meeting the cost of equipment/materials/works financed through this loan.
- 13.3** The Borrower shall take all necessary steps to ensure that the **project is completed** as envisaged in the manner and according to the time schedule envisaged, i.e., by 1<sup>st</sup> April 2021 (**scheduled DCCO**)<sup>^</sup> or such other date as may be agreed to by the Corporation.

*<sup>^</sup> Could be reviewed and changed at the time of execution of loan documents.*

- 13.4** The procurement by the borrower for various equipment/material/work/studies being fully/partially financed by the Corporation loan shall generally be done in accordance with the borrower's standard procurement procedure or as may be applicable by the International Financial Institution whose loan proceed may be intended to be availed under the loan.

### **14 DRAWAL OF LOAN**

- 14.1 Mode of Disbursement:** Disbursement as per the standard disbursement procedure of PFC.
- 14.2** The Borrower shall before the disbursement of the loan sanctioned, furnish to the Corporation a schedule in the prescribed form containing complete details of the equipment/materials ordered/supplied and/or civil/erection work completed/ to be completed for which the payments are required to be made or to become due.
- 14.3** The Borrower shall have to submit its application for drawl of the loan duly supported by the certificates and documents as required by the Corporation.
- 14.4** The loan shall be disbursed according to the disbursement procedure of the Corporation, as modified/amended from time to time and/or as mutually agreed. Normally, disbursement will be made on the basis of the standard equipment/materials ordered/supplied as required for the completion of the project/programme and payment for these equipment/ materials becoming due by the Borrower to the supplier(s) concerned and also in respect of the civil/erection works completed/to be completed for implementation of project/programme through any agency(ies) engaged for the purpose.
- 14.5** For specific type of loans or sub-projects or loan arrangements tailor made disbursement/reimbursements procedures would be evolved in consultation with the Borrower and shall be followed on both sides.
- 14.6** If desired by the Borrower, the Corporation may make an advance payment as per the disbursement procedure of the Corporation on completion of necessary loan documents. (The certificate/proof, as may be needed by the Corporation, in regard to utilisation of advance will be submitted by borrowers normally within six months of the drawl or in such a time frame as agreed to by the Corporation).
- 14.7** The Corporation shall not be liable for any charge whatsoever for which the Borrower may become liable due to delayed payment in respect of the equipment/materials ordered/supplied or in respect of civil/erection works executed through the agency (ies) engaged.

- 14.8** The borrower shall draw the loan as per drawl schedule and the closing date of loan shall be **six months from the date of scheduled DCCO** or such other date as may be agreed to by the Corporation.

## **15 SUPERVISION AND MONITORING**

- 15.1** The Corporation would monitor the progress of project/scheme financed by it. In this respect:
- a The Borrower shall furnish to the Corporation such reports on its working, either in general or in specific relation to this loan, in the manner as may be prescribed by the Corporation from time to time.
  - b The Borrower shall furnish periodic progress reports on the formats, as defined by the Corporation, on the utilization of this loan and on the physical progress of the project/programme from time to time.
  - c The Borrower shall furnish a completion report on the successful completion of the project within 6 (six) months of the commercial operation of the project/scheme as per format prescribed by the Corporation.
  - d The Borrower shall provide full co-operation and access to the officials of the Corporation for monitoring through visits to Project related sites, store as well as the Head Quarters of the borrower. The borrower shall also provide documents as may be deemed necessary for assessing the physical as well as financial progress of the project.
  - e It would be open to the corporation to depute its officers and other staff/nominees for inspection of the matters relating to this loan and its purposes and the inspecting staff shall have access to such books, records and stores of the Borrowers as will be deemed necessary by the inspecting staff/ nominees. The Borrower shall allow all facilities to the inspecting officers/ nominees for the purpose of carrying out such inspection and render such explanation or elucidation as may be required by the Corporation and or its nominees and allow the taking of any copies of/or extracts there from.

In case the Corporation is not satisfied with the progress of the project/scheme financed or the utilisation of financial assistance provided, it may resort to remedial measures as stipulated in the clause DEFAULT hereunder.

## **16 STATE GOVERNMENT LOAN / BUDGETARY SUPPORT**

- 16.1** The Borrower shall not make/adjust the payment of interest or repayment of State Government loans due to it until such time that the liability in regard to payment of interest and repayment of loan due, up to date to the Corporation, is fully paid.
- 16.2** The loan from the Corporation shall be in addition to the State's budgetary support committed for the project as per the approved annual plan provision.

## **17 DEFAULT**

- 17.1** In case it is found to the satisfaction of the Corporation, which shall be final and not questioned, that the amount already disbursed has not been properly and effectively utilised by the Borrower for the project/programme and/or the progress achieved in the implementation of the project/programme or compliance of any of the condition(s) of this loan is considered to be not satisfactory, the Corporation shall have absolute discretion at any time to suspend, reduce, cancel, recall, alter or delay disbursement of said loan and/or instalments in any manner and may decline to disburse any and/or all the remaining instalments without assigning any reason thereof, to the Borrower and without being liable for any losses or damages.



- 17.2** If the Borrower defaults in the payment of principal or interest or any other payment required under the loan agreement, the Corporation, at its option, may by notice to the Borrower and to the guarantor, declare the principal of the loan then outstanding to be due and payable immediately together with the interest and other charges thereon, and on such declaration such principal, together with the interest and other charges thereon, shall become due and payable immediately.
- 17.3** In case of default in payment of dues such as principal, interest, etc., as the case may be, for loan, the Corporation shall have the right to disclose the name/details of the borrower/loan, etc., to Reserve Bank of India or Credit Information Bureau (India) Ltd. or any such authority.

## **18 VALIDITY PERIOD OF SANCTION**

- 18.1** The sanction of loan accorded in terms of the sanction letter will stand cancelled if the Borrower fails to execute the complete documents (i.e., MoA along with documents required before or at the time of execution of MoA) within a period of six months from the date of sanction letter. The Corporation may, in exceptional cases, agree to extend the aforesaid period of six months, for such further period as it may deem appropriate if the Borrower makes an application to the Corporation before expiry of initial six month period, duly supported by the reasons for such extension.

## **19 SALE/ TRANSFER/ ABANDONING OF THE PROJECT BY THE BORROWER**

- 19.1** The Borrower must be and continue to be the owner and in physical possession of the project at the time of execution of Memorandum of Agreement, disbursement of each instalment of loan amount and till all the moneys due to the Corporation are fully liquidated by the Borrower.
- 19.2** The Borrower shall not sell/transfer or abandon the project at any stage in any manner without prior written consent of the Corporation. In case at any stage or on a future date, the project is proposed to be transferred to any other organisation or to be abandoned, the borrower shall seek prior consent of the Corporation before any such transfer is affected and in such case, the Corporation reserves the right to recall the loan with all outstanding dues including prepayment premium as applicable from time to time.

## **20 RIGHT TO ASSIGN / TRANSFER THE LOAN TO OTHER FIS, BANKS & ARCS**

- 20.1** During the currency of the loan, PFC shall have the right to assign all or any of its obligations or transfer the loan to any other Financial Institution(s), Bank(s), Asset Reconstruction Company(ies) without the consent of the borrower.

## **21 MISCELLANEOUS PROVISIONS**

- 21.1** The Borrower shall be bound to follow and give effect to all instructions/recommendations of the Corporation.
- 21.2** The said loan shall also be subject to such further terms and conditions as may be laid down in the form of agreement to be executed by the Borrower.
- 21.3** Notwithstanding the various terms and conditions herein above mentioned the Borrower has been given a copy of the Operational Policy Statement (OPS) of the Corporation and amendments/ modifications thereto, for such financial assistance or assistances, and the Borrower is fully aware of the various terms and conditions set out there in which shall apply mutatis-mutandis to this loan as if fully set forth herein and all the provisions set out in the OPS shall be binding on the borrowers. Further the Borrower shall also take note of and comply with any change/revision/modification amendments/instructions that may be made subsequently and notified by the Corporation.

- 21.4** The borrower shall during the currency of loans bear all such imposts, duties and taxes or any other charges as may be levied from time to time by the Government or other authority.
- 21.5** All Transformers of 16 KVA to 200 KVA rating financed under the loan will be of 3 star or above only as required under the Standard & Labeling (S&L) program of Bureau of Energy Efficiency.
- 21.6** Borrower shall agree for mapping of project assets and tracking progress of the project using services of National Remote Sensing Centre.
- 21.7** The Borrowers shall give an undertaking that any change in its pattern of ownership including shareholding of government shall be subject to prior written approval of PFC. Under such cases PFC reserves the right to take necessary measures for safeguarding the interest of PFC and to stipulate additional conditions including but not restricted to rate of interest, additional security, collateral etc.

## **22 SPECIAL TERMS AND CONDITIONS**

### **22.1 Pre-commitment Conditions:**

- a) KIPCL shall undertake to seek approval from CWC for the scheme, if required.
- b) KIPCL shall undertake that it will not make any investment in scheme(s) where approval has been denied by CWC.
- c) KIPCL shall submit an undertaking that it shall acquire/obtain and maintain valid possession of land required for the scheme covered under the project throughout the tenor of PFC loan.
- d) KIPCL shall submit an undertaking that it shall obtain all statutory and non-statutory clearances/ approvals as required during implementation and operational phases of the proposed project and to comply with the conditions specified therein.
- e) KIPCL shall undertake that there is no duplication /overlapping of works with any other scheme for which funding has been sought from PFC/ other banks and FIs.
- f) KIPCL shall undertake to arrange debt from Banks and FIs or budgetary support from Govt. of Telangana for the balance funds required for completion of the project.

### **22.2 Other Conditions:**

- a) KIPCL shall obtain all necessary approvals for implementation of the project from Competent Authority within 6 months from the date of sanction.
- b) The disbursement shall be limited to 60% to the loan amount till the obtaining of all the necessary clearances and approvals required for the implementation of the project.
- c) KIPCL shall submit the audited annual accounts for FY 2016-17 by 30<sup>th</sup> June 2018.
- d) Reimbursement of expenditure incurred in works covered under the subject project shall be permissible from 31<sup>st</sup> March 2008 onwards.

**Repayment schedule**

- To be repayable in 48 quarterly installments commencing from 15.10.2021.
- Proposed SCOD/DCCO shall be recorded at the time of documentation based on the certificate of the Corporation.

Financial Year	No. of Quarters	% of Repayment	Repayment for total debt ( in Rs. Crore)	
			Per Qtr	Year
2021-22	2	4.17%	251.40	502.81
2022-23	4	8.33%	251.40	1005.61
2023-24	4	8.33%	251.40	1005.61
2024-25	4	8.33%	251.40	1005.61
2025-26	4	8.33%	251.40	1005.61
2026-27	4	8.33%	251.40	1005.61
2027-28	4	8.33%	251.40	1005.61
2028-29	4	8.33%	251.40	1005.61
2029-30	4	8.33%	251.40	1005.61
2030-31	4	8.33%	251.40	1005.61
2031-32	4	8.33%	251.40	1005.61
2032-33	4	8.33%	251.40	1005.61
2033-34	2	4.17%	251.40	502.81
<b>Total</b>	<b>48</b>	<b>100%</b>		<b>12067.36</b>

**DR. SHAILENDRA KUMAR JOSHI**  
**CHIEF SECRETARY TO GOVERNMENT &**  
**SPL. CHIEF SECRETARY TO GOVERNMENT**  
**I&CAD DEPARTMENT (FAC)**

**SECTION OFFICER**